

EXHIBIT A

SCAN-BASED TRADING AND CONSIGNMENT AGREEMENT

This Scan-Based Trading and Consignment Agreement (the "Agreement") is entered into by and between Kmart Corporation (together with its subsidiaries "Kmart"), Sears, Roebuck and Co. (together with its subsidiaries "Sears") by their agent Sears Holdings Management Corporation, 3333 Beverly Road, Hoffman Estates, IL 60179 (jointly, "Company") and Seiko Corporation of America, 1111 Macarthur Boulevard, Mahwah, NJ 07430 ("Vendor") signing this Agreement as Vendor below. In consideration of and reliance on the mutual promises and representations contained in this Agreement, Vendor and Company agree as follows:

1. Vendor and Company desire to enter into a scan-based trading and consignment arrangement for the supply of Pulsar Branded Watches ('merchandise') by Vendor to Company for resale to retail customers pursuant to the terms set forth in this Agreement. As used in this Agreement, scan-based trading ("SBT") refers to an arrangement in which: (i) Company payments to Vendor are based on Company's point of sale ("POS") data, (ii) Vendor delivers merchandise to Company's stores as defined in related Agreements between Company and Vendor in the absence of a purchase order relative to such merchandise, (iii) Vendor retains title and ownership of such merchandise until the merchandise is scanned by Company at the register, at which time Company purchases the merchandise and instantaneously resells it to the retail customer, (iv) Company only pays Vendor for merchandise that is scanned by Company at the register, (v) Company will pay vendor net 15 days from the date the merchandise is scanned by Company at register, (vi) Company's EDI system automatically generates sales reports which will be forwarded to Vendor as they become available, and (vii) As sales reports are available, Company and Vendor will discuss replenishment options. Vendor at its sole discretion may accept or decline replenishment options desired by Company.
2. Vendor will deliver to Company on a consignment basis such merchandise as identified in one or more SBT inventory form(s) executed by Vendor and Company (the "SBT Merchandise"), a representative form of which is attached and incorporated by reference. The parties intend by this Agreement to enter into a "consignment" arrangement agreement as defined in § 9-102(20) of the Uniform Commercial Code and agree that all SBT Merchandise delivered by Vendor and received by Company is consigned merchandise. Title to the SBT Merchandise will remain with Vendor until (i) the SBT Merchandise is scanned by Company at the register, at which point title will pass to Company and the SBT Merchandise will be resold to the retail customer or (ii) purchased by Company as may subsequently be agreed by the parties. Company will establish appropriate initial inventory levels of SBT Merchandise in Company's retail stores and distribution centers along with levels for replenishing such merchandise based on reported sales (as reflected in Company's POS data).
3. Company and Vendor will mutually agree upon the initial purchase price of the SBT Merchandise as between Company and Vendor. Vendor reserves the right to modify the price Vendor charges to the Company for SBT Merchandise upon written notice to the Company. Company will have the sole discretion to determine the retail price of the SBT Merchandise for sales to retail customers. For each unit of SBT Merchandise sold (as determined by Company POS data, which is subject to audit by Vendor as provided below), Company will pay Vendor the current system cost for the unit between Company and Vendor pursuant to the agreed upon payment terms. Any SBT Merchandise that (i) is sold and returned by a retail customer in accordance with Company's return policy, or (ii) is defective will not be counted as a sale for purposes of calculating payments to Vendor..
4. All transactions between Company and Vendor concerning this Agreement (e.g., remittance advises, payments, etc.) will be conducted via electronic data interchange ("EDI") pursuant to the Electronic Data Interchange Trading Partner Agreement in place between Company and Vendor. Company will provide Vendor with EDI transaction set No. 852 "Product Activity Data" (also known as POS) via EDI (which reflects unit sales of SBT Merchandise) at no charge within 48 hours of the end of each business day. In the event of any conflict between the terms of the Electronic Data Interchange Trading Partner Agreement and this Agreement, the terms of this Agreement will control.
5. Risk of loss or damage to the SBT Merchandise caused by fire, flood, wind or other natural disaster will remain with Vendor until title passes to Company as provided in paragraph 1. Risk of loss or damage to the SBT Merchandise caused by theft or physical destruction other than by natural causes will remain with Vendor until delivery to Company. Using Company's annual inventory data, the parties agree

to periodically, but no less frequently than annually, reconcile their respective balances to book. Company and Vendor will agree upon the verified shrink discrepancy between the physical inventory and the book inventory ("SBT Shrink"). Should the parties desire to continue SBT Merchandise program following SBT Shrink review, Vendor will ship replenishment SBT Merchandise to Company; and Company will pay Vendor an amount equal to the current system cost for such replenishment SBT Merchandise.

6. Vendor will maintain true and correct books and records concerning the delivery of SBT Merchandise to Company's distribution centers which specify the quantity of SBT Merchandise received by Company from Vendor and which is subject to audit as provided below. Company will maintain a record of the perpetual inventory of the SBT Merchandise. If physical inventories of the SBT Merchandise are performed, the company that performs Company's annual physical cycle inventories at the retail stores will perform the physical inventories of the SBT Merchandise at Company's cost; provided, however, Vendor may at its own cost conduct its own periodic physical inventories or observe physical inventories conducted by Company. Company may audit Vendor's books and records concerning the delivery of SBT Merchandise to Company (i) once per calendar year on 15 days written notice to Vendor and (ii) thereafter, at any other time upon 15 days written notice to Vendor subject to Vendor's written consent with such consent not to be unreasonably withheld or delayed. If Company chooses to conduct such an audit, Company or its auditors will sign a commercially reasonable confidentiality agreement.

7. Company is responsible for collecting, paying, and reporting all sales, use, excise, gross receipts and other federal, state or local taxes or other assessments (other than any tax based on the income of Vendor or the value of the consigned SBT Merchandise) arising from the sale of the SBT Merchandise to the retail customer. Vendor is responsible for reporting and paying any personal property, inventory, and ad valorem taxes assessed by any taxing authority on the consigned SBT Merchandise located at the Company retail stores and distribution centers. At Company's request, Vendor will furnish Company evidence of paying such taxes. Company represents that the SBT Merchandise will not be identified or treated as Company-owned inventory for the Company's accounting, financial reporting or any other purpose.

8. The consigned SBT Merchandise, even if conforming and non-defective, may be returned to Vendor pursuant to terms to be determined by Company and Vendor. Specialty seasonal or merchandise for holidays and special promotional days including but not necessarily limited to Valentine's Day, Mothers' Day, Hanukkah and Christmas may be returned at Company's option, freight prepaid. All SBT Merchandise returned to Vendor must be returned to, and received by Vendor, in the condition that Vendor provided it to Company. Vendor reserves the right to refuse to accept returns on damaged SBT Merchandise, and may charge Company for such damaged merchandise. All SBT Merchandise returned to Vendor must be returned to, and received by Vendor, in the condition that Vendor provided it to Company, ordinary display wear and tear excepted.

9. Company consents to Vendor filing financing statements, any amendments and other appropriate Uniform Commercial Code forms and other documents reflecting Vendor's consigning the SBT Merchandise (and proceeds) and forwarding notices to other secured parties, if any, as contemplated by § 9-324 of the Uniform Commercial Code, in order for Vendor to have and maintain a first priority, perfected consignment interest. Company will cooperate with Vendor to protect and secure Vendor's interest in the SBT Merchandise (and proceeds), including without limitation executing such other security documents and notices as Vendor may deem reasonably necessary in order to maintain a perfected interest in the SBT Merchandise (and proceeds).

10. This Agreement is a Vendor Agreement as the term is defined in the Universal Terms and Conditions signed by, and governing the relationship between Vendor and Company. The UTC including the Vendor Information Guide and any other Vendor Agreements currently or which may in the future be entered between Vendor and Company are incorporated by reference in this Agreement. In the event there is a conflict between this Agreement and the UTC and any other Vendor Agreement this Agreement will supersede and control. In all other respects, the UTC and any other Vendor Agreement will remain in full force and effect.

11. Notwithstanding anything to the contrary herein, the parties agree that (i) this Agreement will only control transactions, terms and conditions relating directly to SBT Merchandise, as defined herein, and (ii) all other agreements between the parties remain effective upon their own terms.

12. This Agreement will commence and be effective on the signature date and continue in effect until terminated as provided in this document. Company or vendor may terminate this Agreement on 30 days written notice without cause. Breaching, expiring or terminating this Agreement will have no impact on Vendor's ownership interest and consignment interest or security interest in the SBT Merchandise.

13. This agreement will be governed by the laws of the State of New Jersey, without regard to its conflicts of law principles.

COMPANY

By: Vijay Talwar

Its: _____

Date: 9/22/14

VENDOR SEIKO Corporation of America

By: Marta Lopez

Its: Sr. Vice President, Sales & Marketing

Date: 9/16/14

EXHIBIT B

439500

2018 Sep 10 PM05:51

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Jeffrey A. Sherry, Esq.
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 75 Livingston Avenue Roseland, NJ 07068, USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 201309208382954 Filedate: 20-SEP-13	1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.	
3. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.	
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.	
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7d-7g (if applicable).	
6. CURRENT RECORD INFORMATION:	
6a. ORGANIZATION'S NAME	
OR	6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:	
7a. ORGANIZATION'S NAME	
OR	7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY	
7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR
7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION
7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	
8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.	

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME SEIKO CORPORATION OF AMERICA			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

436383

2013 Sep 20 PM04:14

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME	Sears, Roebuck and Co.									
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX						
1c. MAILING ADDRESS	3333 Beverly Road		CITY	Hoffman Estates	STATE	IL	POSTAL CODE	60179	COUNTRY	USA

ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
	Corporation	New York

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY

ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME	SEIKO Corporation of America									
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX						
3c. MAILING ADDRESS	1111 Macarthur Boulevard		CITY	Mahwah	STATE	NJ	POSTAL CODE	07430	COUNTRY	USA

4. This FINANCING STATEMENT covers the following collateral:

All Pulsar-branded timepieces supplied by the Secured Party, as consignor, to the Debtor, as consignee, pursuant to a certain Consignment Agreement by and between the Secured Party and the Debtor entered into as of September, 15, 2013.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	<input checked="" type="checkbox"/> CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]			All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

Filing Number-201309208382954

COVER



SHEET



* 2 8 6 1 8 9 *

INCORPORATING SECTION
P.O. BOX 898
FRANCHISE TAX SECTION
P.O. BOX 7040
UNIFORM COMMERCIAL CODE
P.O. BOX 793
DOVER, DELAWARE 19903

STATE OF DELAWARE
DEPARTMENT OF STATE
Jeffrey W. Bullock, Secretary
DIVISION OF CORPORATIONS
JOHN G. TOWNSEND BUILDING
DUKE OF YORK STREET
DOVER, DELAWARE 19901

INCORPORATING SECTION
GENERAL INFORMATION
302/739 - 3073
NAME RESERVATION
302/739 - 6900
302/739 - 8042
FRANCHISE TAX SECTION
302/739 - 4225
UNIFORM COMMERCIAL CODE
302/739 - 4279

SRV#: 151222182 Agent: 9346557 File#: 5375291 Package#: 000286189
Priority: 5 Mail Code E Date: 08/27/15

User: SDOCJJV

Comments:

Attn: ##761964 001## ATONERO

Agent: LEXISNEXIS DOCUMENT SOLUTIONS INC.
2711 CENTERVILLE ROAD
SUITE 400
WILMINGTON DE 19808

Items Included:

Item Type	Copies
=====	=====
Invoice	001
Image	001

PAGE 1



State of Delaware

SECRETARY OF STATE
DIVISION OF CORPORATIONS
P.O. BOX 898
DOVER, DELAWARE 19903

151222182

9346557

08-27-2015

LEXISNEXIS DOCUMENT SOLUTIONS INC.

2711 CENTERVILLE ROAD

SUITE 400

WILMINGTON

DE 19808

ATTN: ##761964 001## ATONERO

DESCRIPTION	AMOUNT
20153752911 -	
UCC1 UCC-1	
UCC1 Filing Fee	100.00
Expedite Fee, Must Approval UCC	50.00
FILING TOTAL	150.00
CHARGED TO ACCOUNT	150.00

The following Debtor Names were indexed in the UCC
Management System as a result of this filing:

SEARS OPERATIONS LLC

State of Delaware - Division of Corporations
UNIFORM COMMERCIAL CODE FILING SHEET

Delaware Registered Agent UCC Cover Memo

☐

Priority 1
(One Hr.)

☐

Priority 2
(Two Hr.)

☐

Priority 3
(Same Day)

☐

Priority 4
(24 Hour)

☒

Priority 5
(Must Approval)

☐

Priority 6
(Reg. Approval)

☐

Priority 7
(Reg. Work)

REQUESTOR NAME LexisNexis Document Solutions DATE SUBMITTED 8/2/18

ADDRESS 2711 Centerville Road
Wilmington, DE 19808

ATTN. Alex Toner Ext. 62888

PHONE 302-636-5401

NAME of COMPANY/ENTITY _____
(Debtor) _____

TRUST FORMED ON _____

TRUST NAME/NUMBER IDENTIFIER _____

FILING NUMBER(UCC-3 ONLY) _____

TYPE OF DOCUMENT UCC 1 FILER'S NUMBER 9346557 SRV # 157222182

FOR UCC FILING ONLY

BASE FEE \$ _____

SPECIAL SERVICE FEE \$ _____

OTHER \$ _____

TOTAL \$ _____

METHOD of RETURN

☐ MESSENGER/PICKUP
☐ REMOTE PRINTED
☐ EXPRESS MAIL Select

Acct.# _____

☐ REGULAR MAIL

☐ FAX No. _____

☒ OTHER Email _____

COMMENTS/FILING INSTRUCTIONS

INSTRUCTIONS

1. Full shade in the required Priority square using a dark pencil or marker, staying within the square.
2. Each request must be submitted as a separate item, with its own Filing sheet as the FIRST PAGE.

AGENT USE ONLY

761964 - 1

9346557

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 05:28 PM 08/26/2015
INITIAL FILING # 2015 3752911

SRV: 151222182

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"><div style="display: flex; justify-content: space-between;"><div>CSC</div><div></div></div><div>2711 Centerville Road</div><div>Suite 400</div><div>Wilmington, DE 19808</div></div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Sears Operations LLC					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 3333 Beverly Road		CITY Hoffman Estates	STATE IL	POSTAL CODE 60179	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME SEIKO Corporation of America					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 1111 Macarthur Boulevard		CITY Mahwah	STATE NJ	POSTAL CODE 07430	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All Pulsar-branded timepieces supplied by the Secured Party, as consignor, to the Debtor, as consignee, pursuant to a certain Consignment Agreement by and between the Secured Party and the Debtor entered into as of September 15, 2013.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input checked="" type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

439449

2018 Sep 10 PM03:40

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Jeffrey A. Sherry, Esq.
B. SEND ACKNOWLEDGMENT TO: (Name and Address) McManimon, Scotland & Baumann, LLC

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 200810300733334 Filedate: 30-OCT-08

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ **CHANGE** name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ **DELETE** name: Give record name to be deleted in item 6a or 6b. ☐ **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME SEIKO CORPORATION OF AMERICA

OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

439500

2018 Sep 10 PM05:51

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Jeffrey A. Sherry, Esq.
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 75 Livingston Avenue Roseland, NJ 07068, USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 201309208382954 Filedate: 20-SEP-13

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME SEIKO CORPORATION OF AMERICA

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA